

### **REMARKS/ARGUMENTS**

Claims 1-13, 15-25 and 27-37 remain in the application for further prosecution. Claims 1, 3, 10, 12, 25, 28 and 29 have been amended. Claims 14 and 26 had been previously cancelled.

#### **Claim Rejections 35 USC § 102**

Claims 1-2, 4-5, 7, 9, 29, 31-32, 34, and 36 are rejected under 35 U.S.C. 102(b) as being clearly anticipated by U.S. Patent No. 6,309,300 ("Glavich").

#### **Claim Rejections 35 USC § 103**

Claims 3, 12-13, 15-16, 18, 23, 25, 27-28, 30, and 37 are rejected under 35 U.S.C. 103(a) as being unpatentable over Glavich.

Claims 6, 17, and 33 are rejected under 35 U.S.C. 103(a) as being unpatentable over Glavich, in view of US 6,186,894 to Mayeroff.

Claims 8, 10-11, and 35 are rejected under 35 U.S.C. 103(a) as being unpatentable over Glavich, in view of US 2004/0166918 to Walker.

Claims 19-22 and 24 are rejected under 35 U.S.C. 103(a) as being unpatentable over Glavich, in view of US 2003/0064807 to Walker.

#### **Claim Amendments**

The present claims relate to increasing the probability of obtaining special-payout awards such as progressive awards through a side wager or by other means such as a maximum bet. The special-payout award is randomly determined via a special-payout outcome in the basic game

that is selected independently of player selection. The special-payout outcome is therefore part of the basic game such as a special symbol on a series of slot reels.

In contrast, Glavich discloses the selection of a bonus award by a player selecting items (1-5) on a display 116 that is a bonus game separate from the basic slot reels game 114 as shown in Fig. 1. Glavich discloses that these player selections may include the triggering of a bonus game and that a side wager may increase the probability of obtaining the bonus by increasing the number, N, of selectable items associated with prizes. (Col. 3, l. 58- Col. 4, l. 28, Col. 4, ll. 44-53).

Independent claims 1, 12, 25, and 29 all require that the special-payout outcome occurs in the basic game to trigger the special payout. Likewise independent claims 10 and 25 require a progress-payout outcome occurring in the basic game to trigger the progressive payout. Glavich does not disclose these elements as the bonus symbol in Glavich triggers a bonus game on the bonus screen 116 that requires a player to select the correct selection to be awarded a payout. With regard to claims 1, 12, 28 and 29, Glavich does not disclose having two probabilities of achieving the special-payout outcome in the basic game. As explained above, Glavich increases the probability of winning a prize in the bonus game. However, the side bet in Glavich does not change the probability of a special-payout outcome occurring in the basic game as required by these claims. Claims 10 and 25 are also allowable over Glavich for similar reasons with regard to the progressive-payout outcome occurring in the basic game. Claims 10 and 25 are further distinguishable over Glavich because these claims require a progressive payout based on a progressive-payout outcome. Glavich does not disclose a progressive payout based on the occurrence of the bonus trigger outcome (e.g., bonus symbol 138 in Fig. 1) in the basic game.

Glavich teaches away from such an element since the bonus symbol outcome in the basic game only triggers the player selection display 116 and not the award of a progressive payout.

Claims 1 and 29 are therefore not anticipated by Glavich because Glavich does not disclose changing the probability of outcome in the base game. The Office Action has asserted that Glavich, either alone or with Walker, renders claims 10, 12, 25 and 28 obvious. However, the Office Action concedes that Glavich discloses side wagers and max wagers in conjunction with increasing the possibility of selections in the bonus game but not the basic game. (pp. 5-6). Applicant respectfully submits that the above elements in these claims are not rendered obvious by Glavich either alone or in combination with Walker

Applicant has amended claims 1, 10, 12, 25, 28 and 29 to require that the randomly selected outcomes that include the special-payout outcome or progressive-payout outcome are “selected independently of player selection.” As explained above, Glavich does not anticipate or render obvious this element as the player in Glavich directly selects the outcomes that include the special-payout option. In contrast, the special-payout outcome or progressive-payout outcome is randomly selected independently of player selection in amended claims 1, 10, 12, 25, 28 and 29. Applicant respectfully submits that amended claims 1, 10, 12, 25, 28 and 29 are now allowable over Glavich alone or in combination with Walker.

Applicant has also amended dependent claim 3 to require that the progressive payout is “contributed to by a plurality of gaming machines including a gaming machine playing the wagering game.” Glavich does not disclose a progressive payout that is contributed from a plurality of gaming machines. Claim 3 is therefore independently allowable over Glavich.

## **Conclusion**

It is Applicant's belief that all of the claims are now in condition for allowance and actions towards that effect is respectfully requested.

If there are any matters which may be resolved or clarified through a telephone interview, the Examiner is respectfully requested to contact the undersigned attorney at the number indicated.

Respectfully submitted,

Date: January 13, 2009

/ Wayne L. Tang – Reg. 36,028 /  
Wayne L. Tang  
NIXON PEABODY, LLP.  
161 N. Clark Street, 48<sup>th</sup> Floor  
Chicago, Illinois 60601-3213  
(312) 425-3900  
Attorney for Applicants